

AMENDMENT NO. 1

**to the
INTERCONNECTION AGREEMENT**

between

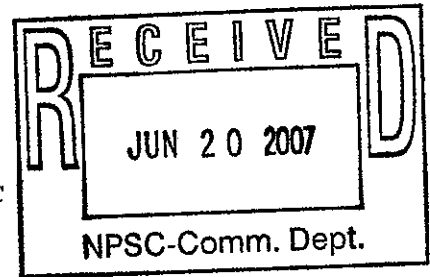
MCImetro Access Transmission Services LLC

and

Windstream Nebraska, Inc.

f/k/a

Alltel Nebraska, Inc.



This Amendment No. 1 (the "Amendment") to the Agreement is made this 3rd day of April, 2007 (the "Amendment Effective Date"), by and between MCImetro Access Transmission Services LLC ("MCIm"), a Delaware limited liability company with its principal place of business at 22001 Loudoun County Parkway, Ashburn, Virginia 20147 and Windstream Nebraska, Inc., a Nebraska corporation with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212. MCIm and Windstream may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties". This Amendment covers services in the state of Nebraska.

WITNESSETH:

WHEREAS, MCIm and Windstream are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1934, as amended (the "Act"), effective December 30, 2005 (the "Agreement"); and

WHEREAS the Parties pursuant to Section 252(a) of the Act and Section 3.1 of the General Terms and Conditions of the Agreement wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Delete subsection 2.2 of Attachment 4: Network Interconnection Architecture in its entirety and replace it with the following:

2.2 The Parties shall utilize direct end office facilities under any one of the following conditions:

- 2.2.1 Tandem Exhaust** - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office facility plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIm and Windstream.
- 2.2.2 Traffic Volume** to a Windstream end office subtending a third party's tandem— Where traffic exceeds or is forecasted to exceed a single DS1 of traffic per month to a Windstream end office, then MCIm shall

install and retain direct end office facilities sufficient to handle such traffic volumes. MCI and Windstream will share in the cost of the end office direct facilities in accordance with the requirements of Section 2.2.5.

- 2.2.3 Traffic Volume to a Windstream end office subtending a Windstream tandem- Where traffic exceeds or is forecasted to exceed a single DS1 of traffic per month to a Windstream end office, then MCI shall install and retain direct end office facilities sufficient to handle such traffic volumes. MCI and Windstream will share in the cost of the end office facility in accordance with the requirements of Section 2.2.5 below.
- 2.2.4 Mutual Agreement - The Parties may install direct end office trunks on facilities upon mutual agreement in the absence of conditions (2.2.1), (2.2.2) or (2.2.3) above.
- 2.2.5 The Parties agree to share the facility cost of these direct end office trunk facility costs on a 50/50 proportional basis. Either Party can request to update the 50/50 factor every six (6) months with the submission of traffic studies for both originating and terminating traffic and the Parties agreeing to the proposed factors. The initial relative use factor ("RUF") applied by the Parties shall be fifty percent (50%) and shall remain in effect during the term of the Agreement unless changed in accordance with the requirements of this Section. For those trunks or facilities that MCI leases from Windstream, Windstream shall reduce its invoices to MCI by the amount of the RUF in effect for the billing period. After the initial RUF set forth above has been in effect for at least six months, either Party may request, in writing, updates of the RUF based upon traffic studies. Any revised RUF remain in effect for not less than 6 months. If the Parties cannot reach agreement on a revised RUF, either Party may invoke the dispute resolution procedures of the Agreement.

2.0 Delete subsection 4.2 in its entirety and replace it with the following provision:

4.2 Trunking

Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS1 (End Office), DS-3/OC-3 level (Tandem), or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service. The Parties may utilize additional end office trunking depending upon traffic volume.

3.0 Miscellaneous Provisions

- 3.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.

- 3.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 3.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.
- 3.5 Amendment Term. This Amendment shall become effective as of the Amendment Effective Date and shall remain in effect for the term of the Agreement, unless otherwise agreed in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Windstream Nebraska, Inc.

MCImetro Access Transmission Services LLC

By: William F. Kreutz

By: Peter H Reynolds

Printed: William F. Kreutz

Printed: Peter H Reynolds

Title: Vice President - Regulatory Strategies

Title: Director, National Carrier Contracts & Initiatives